



City of Danville, Virginia

427 Patton Street, Room 304
Danville, VA 24541

PO Box 3300
Danville, VA 24543

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INVITATION FOR BID

Bid No.: IFB 15-16-131
Title: "EMERGENCY GENERATOR AND AUTOMATIC TRANSFER SWITCH (ATS) MAINTENANCE CONTRACT"

Pre Bid Conference: A Prebid Conference will be held June 10, 2016 at 10:00 a.m. in the second floor conference room, Municipal Building, 427 Patton Street, Danville, VA 24541

Bid Closing Date: Sealed Bids shall be accepted no later than June 24, 2016 at 2:00 p.m. at the Purchasing Department, 427 Patton Street, Room 304, Danville, VA 24541

Direct Inquiries to: **J. Gary Via, Director of Purchasing**

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IFB 15-16-131

“Emergency Generator and ATS Maintenance Contract”

City of Danville, Virginia

**EMERGENCY GENERATOR AND AUTOMATIC
TRANSFER SWITCH (ATS) MAINTENANCE CONTRACT**

July 1, 2016 to June 30, 2021

GENERATOR AND ATS SERVICE MAINTENANCE CONTRACT

CONTRACT PERIOD: (5 Years) July 1, 2016 – June 30, 2021
(3 Years) (Yearly Option 2021 – 2024)

DIRECT INQUIRIES TO:

BIDDING PROCEDURES:

Gary Via, Purchasing Director
427 Patton Street, Room 304
P.O. Box 3300
Danville, VA 24543

(434) 799-6528

TECHNICAL QUESTIONS:

David Brandon, Buildings & Grounds Director (434) 799-5245
Public Works Department
998 South Boston Road
Danville, VA 24540

City of Danville
“EMERGENCY GENERATOR AND AUTOMATIC TRANSFER SWITCH (ATS)
MAINTENANCE CONTRACT”

1.0 INTENT

- A. Provide regular scheduled maintenance on emergency generator sets and emergency pumps as listed in this contract. Scheduled maintenance shall be at six-month intervals beginning with the first scheduled maintenance performed at the beginning of this contract.
- B. Provide emergency service within two hours of request.
- C. Provide load bank tests on emergency generator sets.

1.1 CONTRACT PERIOD

- A. The initial contract issued as a result of this RFP will be for the period July 1, 2016 to June 30, 2021, with the option to extend for three (3) additional year periods if mutually agreeable to both parties (June 2024).
- B. The contract shall be prorated appropriately the first year.
- C. In the event that sufficient funds are not appropriated by the Council of the City of Danville, Virginia; or, if appropriated, are not allocated or available; or, in the event the amounts due hereunder are to be paid with funds given to the City by another private or government entity, and such funds are not sufficient for continuation of this agreement during any fiscal year after the City's first fiscal year; the City may, without breach, upon prior written notice to Contractor, terminate the contract in whole or in part.
- D. The City reserves the right to add additional units to this contract after adjusting costs by the Contractor.

2.0 SCOPE OF WORK

2.1 REGULAR SERVICE

- A. Regular scheduled maintenance shall be in accordance with manufacturer's written prescribed maintenance.
- B. All repairs required not covered in manufacturer's prescribed maintenance shall be approved by Contract Administrator.
- C. All parts purchased not covered in manufacturer's prescribed maintenance shall be approved by Contract Administrator.
- D. All parts required in regular scheduled maintenance for each respective generator set shall be kept in stock by Contractor and be available on site at each scheduled maintenance inspection.
- E. All regular scheduled maintenance inspections shall be performed during normal business hours. A 24-hour notification of regular scheduled maintenance inspections shall be given to Contract Administrator.

- F. A written report including a list of all items inspected and/or serviced; recommendations of repairs; and any corrections and/or modifications not covered under manufacturer's prescribed maintenance; shall be submitted to the Contract Administrator and signed by the Technician performing regular scheduled maintenance inspection.
- G. During regular scheduled maintenance inspections, all transfer switches connected to each generator set shall be inspected and/or serviced.
- H. All parts used during regular scheduled maintenance inspections, unscheduled service, and/or emergency repairs shall be new in container unless otherwise approved by Contractor Administrator.
- I. Labor charges for regular scheduled maintenance inspections, emergency, services, and load bank tests shall be at fixed rate listed in table included in Section 3.0.

2.2. EMERGENCY SERVICE

- A. Emergency service to be provided on site of each emergency generator set within two hours of notification by Contract Administrator.
- B. When possible, information regarding emergency situation shall be provided to contractor.
- C. Description of emergency problem shall be communicated by Contractor to Technician dispatched to site.
- D. When parts failure can be determined by City personnel, Contractor shall make all reasonable efforts to have parts arrive on site with dispatched Technician.
- E. Contractor shall make all reasonable efforts to provide all necessary personnel on site.

2.3. LOAD BANK TESTS

- A. Load bank test shall be provided on two-year basis.
- B. Forty-eight hour notice shall be provided by Contractor to Contract Administrator before load bank tests are scheduled for each site.
- C. A resistance load bank test for each site shall be conducted as follows:
 - 1 – 25% load, 30-minute duration
 - 2 – 50% load, 30-minute duration
 - 3 – 100% load, 3-hour duration
- D. A written report containing KW, amperage each phase, oil temperature, exhaust temperature, coolant temperature, and ambient temperature recorded at 15-minute intervals during test shall be provided to Contract Administrator at completion of each load bank test.
- E. Technician familiar with physical surroundings of each generator site shall be on site at each load bank test.

2.4 SERVICE PERSONNEL

- A. All technicians dispatched by Contractor to perform regular scheduled maintenance inspections, emergency repair services, and/or load bank tests shall be certified to perform maintenance and/or repairs on various manufacturers' emergency generator sets and pumps included in this contract.
 - B. Written certification shall be provided to Contract Administrator upon receipt of signed contract.
 - C. Contractor shall not dispatch any personnel to provide maintenance and/or service that are not fully certified to provide maintenance and/or service on the various manufacturers of emergency generator sets included in this contract.
 - D. Contractor personnel shall wear identifiable uniforms at all times on City of Danville property. Contractor personnel shall provide picture identification upon request at any time while on City of Danville property.
- 2.5. Contractor to provide all tools, equipment, and/or testing devices necessary to perform maintenance and/or service on all generator sets and pumps included in this contract.
- 2.6. City Public Works Building Maintenance personnel will be on site at each and every regular scheduled maintenance inspection, emergency service situation, and/or load bank test.
- 2.7. Manufacturer's prescribed maintenance programs shall be followed accordingly, unless otherwise approved by Contract Administrator. Written copies of the respective manufacturer's maintenance schedules shall be submitted to the Contract Administrator upon contract being awarded.
- 2.8. Fluids, such as engine oil and engine coolant, shall be changed according to manufacturer's prescribed regular scheduled maintenance inspection programs. Fluids changed out shall be tested and test results presented to Contract Administrator.

2.9. LOCATIONS AND EQUIPMENT LISTING

Emergency generator sets and pumps included in this contract including address of location of each:

A. Adult Detention Emergency Generator Set

1000 South Boston Road

Description	Model	Amperage	Serial
Kohler	150RE02IF	150kw	3050541
John Deere	RG6076T19310		6076TF010
Kohler Transfer Switch	KS5-DCVA-08005	800amp	K304312

B. Airport Emergency Generator Set

410 Airport Drive

Description	Model	Amperage	Serial
Kohler Generator	125ROZJ81	125kw	337585
John Deere Engine	RG6076T19310		6076TF010
Kohler Transfer Switch	K-168343-400	400amp	K50712

C. Social Services Emergency Generator Set

510 Patton Street

Description	Model	Amperage	Serial
Kohler Generator	50R0ZJ71	50kw	282354
John Deer Engine	T04039T34484		4039TF001
Kohler Transfer Switch	ES-21512-K	104amp	

D. W.W. Moore Juvenile Detention Emergency Generator Set

603 Colquhoun Street

Description	Model	Amperage	Serial
Generac Generator	20A-04101-8	250kw	2059331
Generac Engine	13.3L		76815
Generac Transfer Switch	20A-04101-W	600amp	28680

E. City Jail Emergency Generator Set

401 Patton Street

Description	Model	Amperage	Serial
Onan Generator	DFCE3366488	400kw	B990865786
Cummins Engine	NTA855-GS		11934410
Onan Transfer Switch	OTD-336638B	800amp	A990855923

F. Municipal Building Emergency Generator Set

427 Patton Street

Description	Model	Amperage	Serial
CAT Generator	SR4	400kw	
CAT Engine	3406B		4RG1B79
CAT Transfer Switch #1	TCEZB6P	400amp	14081
CAT Transfer Switch #2	TCEZB6P	600amp	14082

G. Water Treatment Plant Emergency Generator Sets and Pump

279 Park Avenue

Description	Model	Amperage	Serial
CAT Engine (Pump)	3508		68Z01252
Onan Generator	150DGFA	150kw	F980757468
Kohler	250REOZJE	383	2338066

H. Wastewater Emergency Generator Set

Cane Creek Pump Station

Description	Model	Amperage	Serial
CAT Generator	200 S	300kw	G5A00 270

I. Wastewater Emergency Generator Set

Chester Drive Pump Station

Description	Model	Amperage	Serial
Generac Generator	20A00813-S	60kw	2055360

J. Wastewater Emergency Generator Set

Country Club Pump Station

Description	Model	Amperage	Serial
Kohler	80RZ82	80kw	382808

K. Piney Forest Road Fire Department Emergency Generator Set

250 Piney Forest Road – Station # 2

Description	Model	Amperage	Serial
Generac Generator	0047440	20 kw	4023121

L. Industrial Avenue Fire Department Emergency Generator Set

1315 Industrial Avenue – Station # 3

Description	Model	Amperage	Serial
Generac Generator	0047440	20 kw	4041612

M. West Main Street Fire Department Emergency Generator Set

2152 West Main Street – Station # 4

Description	Model	Amperage	Serial
Generac Generator	0047440	20 kw	4041611

N. Third Avenue Fire Department Emergency Generator Set

114 Third Avenue – Station # 5

Description	Model	Amperage	Serial
Generac Generator	0047440	20 kw	4041610

O. Westover Drive Fire Department Emergency Generator Set

3165 Westover Drive – Station # 6

Description	Model	Amperage	Serial
Generac Generator	0047440	20 kw	4036377

P. Airport Drive Fire Department Emergency Generator Set

423 Airport Drive – Station # 7

Description	Model	Amperage	Serial
Generac Generator	0047440	20 kw	4023124

Q. Public Works Office Building Facility Emergency Generator Set

998 South Boston Road

Description	Model	Amperage	Serial
Kohler Generator	125REOZJG	125kw	SGM32DM58
Kohler ATS	KSS-AFTC-04005		SGM32DLGH

3.0. CONTRACT AMOUNT

PRICING TO BE LISTED HERE:

Costs for regular scheduled maintenance inspections as per the Scope of Work.

Acct.#	Site	Address	16- 17	17-18	18-19	19-20	20-21	21-22	22-23	23-24
0121721-52225	Adult Detention	1000 S. Boston Rd.								
0124101-52225	Airport	410 Airport Dr.								
0128921-52225	Social Services	510 Patton St.								
0120821-52225	W.W. Moore	603 Colquhoun St.								
0118201-52225	City Jail	401 Patton St.								
0125002-52225	Municipal Building	427 Patton St.								
5240903-52225	Water Treatment	279 Park Ave.								
5140903-52225	Wastewater	Cane Creek Pump Station								
5140903-52225	Wastewater	Chester Drive Pump Station								
5140903-52225	Wastewater	Country Club Pump Station								
Acct.#	Site	Address	16- 17	17-18	18-19	19-20	20-21	21-22	22-23	23-24
0125301-52225	Public Works Office	998 S. Boston Rd.								
0119901-52225	Piney Forest Road Fire Department # 2	250 Piney Forest Rd.								
0119901-52225	Industrial Avenue Fire Department # 3	1315 Industrial Ave.								
0119901-52225	West Main Street Fire Department # 4	2152 W. Main St.								
0119901-52225	Third Avenue Fire Department # 5	114 Third Ave.								
0119901-52225	Westover Drive Fire Department # 6	3165 Westover Dr.								

0119901-52225	Airport Drive Fire Department # 7	423 Airport Dr.								
	TOTAL									

* Optional years.

A. RATE PER HOUR

1 Supervisor Regular Rate/Hr.: _____ OT Rate/Hr.: _____

1 Technician Regular Rate/Hr.: _____ OT Rate/Hr.: _____

2 Technicians Regular Rate/Hr.: _____ OT Rate/Hr.: _____

No per diems will be paid by City.

B. INVOICING

All invoices from Contractor shall be sent to Contract Administrator with the following information listed clearly and each location shall have its own accounting system and billed individually. All invoice formats must be approved by the Contract Administrator.

A. Site Name

B. Account Number Per Site

C. Inspection Date

D. Parts Used and Costs

E. Related documentation shall be submitted with the invoice; such as, time sheets, inspection sheets, log sheets, etc.

The undersigned, as Bidder, hereby declares that he or she and their associates are the only person or persons interested in the proposal as principal or principals; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the specifications for the work and contractual documents relative thereto, and have read all special provisions furnished prior to the bid opening; that they have satisfied themselves relative to the work to be performed, and materials and equipment to be furnished.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Danville, Virginia in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to perform in full and complete the requirements of the specifications and contract documents, to the full and entire satisfaction of the City of Danville, Virginia with definite understanding that no money will be

allowed for extra work except as set forth in the attached General Conditions and Contract Documents, for the unit prices set opposite the several items that follow: The Bidder further agrees that:

1. The City, in protecting its best interest, reserves the right to reject any or all bids or waive any defects in favor of the City. Any changes, erasures, deletions in the unit or lump sum prices above, modifications in the bid form, or alternate proposals not specified in the bid proposal shall make the proposal irregular and subject to rejection.
2. All quantities listed above are estimates only and the City reserves the right to raise, lower, or eliminate any quantity or item and in any case the unit or lump sum prices shall be used in determining partial or final payment.
3. If awarded the contract, to execute and deliver to the City within ten (10) consecutive calendar days after their receipt of the contract documents, a satisfactory Performance Bond and Labor & Material Bond, as required, in the amount of one hundred percent (100%) of the contract amount along with the signed agreement.
4. This bid is subject to acceptance within a period of sixty (60) days from this date.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. _____ Dated _____

No. _____ Dated _____

CONTRACTOR: _____

DATE: _____

ADDRESS: _____

PHONE: _____ FAX #: _____

City of Danville Business License #: _____ Federal Tax #: _____

E-Mail Address _____

Signature: _____ (Signed)

Signature: _____ (Printed)

Title: _____

Commonwealth of Virginia State Corporation Identification No. _____

4.0. PARTS AND MATERIALS

- A. All parts replaced by Contractor shall be inspected by and presented to the Contract Administrator unless parts replaced are subject to core charge. If parts are subject to core charge, invoice to the City shall reflect credit for the core charge.
- B. All parts used by the Contractor shall be billed to the City (The Contractor's actual cost for the material plus a maximum 20% markup). The purchase of any parts less than \$2,000 must be submitted to the Contract Administrator for prior approval. The purchase of any parts in excess of \$2,000 shall require a written proposal from the Contractor and shall not be purchased until a purchase order is issued to the Contractor by the Contract Administrator.

5.0. AUTHORITY

- A. Contractor shall abide by all Federal, State, and Local codes and laws. Contractor shall abide by all City of Danville General Conditions and Terms. Contact: Gary Via, Director of Purchasing at (434) 799-6528.

- B. Contractor shall provide with bid, a reference list consisting of three (3) firms with which the Contractor presently holds a contract for maintenance of emergency generator sets for a period of two years or longer.
- C. The City of Danville Contract Administrator is David Brandon, Director of Buildings & Grounds. The Contractor shall provide, in writing, the Contractor's representatives names and phone numbers of contact personnel for regular hours and after hours work for the City of Danville to contact to perform the necessary repairs and/or work requested by the City's Contract Administrator.

6.0. GENERAL CONDITONS

6.1 Compliance: The Contractor shall comply with the provisions of The City of Danville's "Standard Requirements & Instructions for Bidding. Copies may be obtained from the Purchasing Office or downloaded from the City's website.

6.2 Award

The award will be made to the lowest responsible and responsive bidder, with consideration given to completion time.

The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

6.3 Authority

The Director of Purchasing as the designee of the City Manager has the sole responsibility and authority for negotiating, placing, and when necessary modifying each and every invitation to bid, purchase order or other award issued by the City of Danville. In the discharge of these responsibilities, the Director of Purchasing may be assisted by assigned buyers. No other City officer or employee is authorized to order supplies or services, enter into purchase negotiations, or in any way obligate the government of the City of Danville for any indebtedness. Any purchases contrary to these provisions and authorities shall be void and the City shall not be bound thereby.

This procurement process, including withdrawal of bids and appeal or protests, is governed by the "PROCUREMENT CODE OF THE CITY OF DANVILLE, VIRGINIA". Copies of the Procurement Code may be obtained by writing the City of Danville Purchasing Department, 427 Patton St. Room 304, Danville, Virginia 24541. The City of Danville does not discriminate against faith based organizations.

6.4 Bid Preparation

Bid proposals must be written in ink or typewritten and shall be submitted on the forms issued. Unsigned or qualified bids will not be accepted. No bid may be considered if received after the time shown on Title Page. Contractors are expected to examine all instructions, specifications, drawings, sites, installations, etc. Failure to do so will be at the Contractor's risk. Erasures or other changes must be initialed by the person signing the bid.

Envelopes containing bids must be sealed and should be marked in the lower left hand corner IFB 15-16-131 "EMERGENCY GENERATOR AND AUTOMATIC TRANSFER SWITCH (ATS) MAINTENANCE CONTRACT" and submitted to the office indicated on title page.

6.5 Bidder Eligibility

Bidders are required to submit evidence that they have practical knowledge of the particular work bid upon and that they have the financial resources to complete the proposed work. Failure on the part of any Bidder to carry out previous contracts satisfactorily, or lack of experience or equipment necessary for the satisfactory and timely completion of this Project, may be deemed sufficient cause for disqualification of said Bidder.

The Bidder must readily and independently document that the Bidder possesses the experience, equipment and financial resources necessary for a timely and professional completion of this project.

Irregular Bid Proposals: Bid proposals shall be considered irregular for the following reasons:

If the bid is on a form other than that furnished by the City, if the City's form is altered, or if any part of the proposal form is detached. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.

If the bid does not contain a unit price for each pay item listed in the proposal.

If the bid contains unit prices that are obviously unbalanced.

If the bid is not accompanied by the proposal guaranty specified by the City.

Withdrawal of Bid Due to Error:

A bidder for a City construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration, if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith and the mistake was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn.

The bidder shall give notice in writing of his claim of the right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure.

Disqualification of Bidder: A bidder shall be considered disqualified for any of the following reasons:

Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the City until any such participating bidder has been reinstated by the City as a qualified bidder.

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6.6 Bids Binding 60 Days

Unless otherwise specified, all formal bids submitted shall be binding for sixty (60) calendar days following bid-opening date.

6.7 Cleanup

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all his waste materials and rubbish from and about the project as well as all his tools, construction equipment, machinery, and surplus materials.

If the Contractor fails to clean up at the completion of the work, the City may do so and the cost thereof shall be charged to the Contractor.

6.8 Control of Work

On all questions relating to quantities, the acceptability of materials and equipment, or work, and the interpretation of the Contract Documents, the decision of the Project Manager is final and binding, and shall be precedent to any payment under the contract.

All work and material are subject to the inspection and approval of the Project Manager. Any work done without proper inspection will be subject to rejection. Inspection of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the contract. The Project Manager may require the Contractor to remove from the work any employee, as the Project Manager may deem incompetent, careless or insubordinate.

Certain items of work may be performed by forces of the City. The Contractor shall cooperate fully in scheduling and coordinating with the Project Manager such that no delay will result in the performance of such work. If the Contractor claims that such work delays or causes additional costs, he shall make claims as provided in Work Changes.

The City may award, or may have awarded contracts to others for other work. The Contractor shall cooperate fully with such other Contractors by scheduling his own work with that to be performed under other Contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

Neither the final certificate of payment nor any provision in the contract documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

6.9 Equal Employment

During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this non-discrimination clause.

The Contractor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional non-discrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.

Notices, advertisements, and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

The Contractor will otherwise comply with all other applicable provisions of local, State, and Federal law. The contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

6.10 Drug Free Work Place

During the performance of this contract, the contractor agrees to:

Provide a drug-free workplace for the contractor's employees.

Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace

Include the provisions of the foregoing clauses in every subcontract or purchase order of or over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

“Drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

6.11 Guaranty

The Contractor shall guarantee that all the materials used and all the work done under the contract shall fully comply with the requirements of the plans and specifications and the instructions of the City.

All expenses covering return or replacement of defective or improper equipment or merchandise will be assumed by the Contractor. In no instance shall the contractor refer the City to any distributor or manufacturer for settlement of any claim arising from defective or improper equipment or merchandise. If the Contractor shall fail to replace or repair any defective or improper equipment or merchandise within thirty (30) days from date of notice, the City may make the necessary corrective arrangements and charge the cost to money due the Contractor or bill the Contractor. The Contractor agrees to reimburse the City in such instances. Samples of any warranties which will apply to the goods being offered for sale shall be included as part of the bid.

Any defects in the completed work or failure of the construction to fully perform or endure the service for which it is intended, which in the opinion of the City are caused by or due to the use of materials, skill or workmanship not in compliance with the said plans, specifications and instructions, that may appear in the work within a period of twenty-four (24) months after acceptance by the City shall be regarded as prima facie and conclusive evidence that the Contractor has failed to comply with the said specifications, plans, and instructions. The Contractor in this event, shall at his own expense, at such time and in such manner as the Engineer may direct, repair or take up and reconstruct any such defective work, in full compliance with the original specifications, plans, and instructions. The repairs required to be made by the Contractor shall extend only to making good an inherent defects which become manifested in the materials and workmanship under ordinary conditions, and shall not be held to cover any breakage or damage caused by improper use or by accident resulting from circumstances over which the Contractor has no control.

6.12 Indemnification

The Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City, its agents, officials and employees in consequence of the granting of this contract or which may in anyway result therefrom, whether or not it shall be alleged or determine that the act was caused through negligence or omission of the Contractor or his employees, or of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Contractor shall, at his own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise

provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City, its agents, officials, and employees as herein provided. The Contractor shall have charge and control of the entire work until its completion and acceptance by the City.

The Contractor shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of Public enemy, acts of Government, quarantine restrictions, general strikes through the trade, or by freight embargoes not caused or participated in by the Contractor. The Contractor shall have charge and control of the entire work until completion and acceptance of the same by the City.

The Contractor shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance or subsequent to the completion of the work under this agreement by reason of injuries to persons and damage to property, buildings, and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.

The Contractor shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected, or on account of the weather, or similar other causes.

6.13 Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the City; nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case of such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

Comprehensive General Liability Insurance: The Contractor shall maintain during the life of this Contract comprehensive general liability insurance as shall protect him, the City of Danville and its offices, agents and employees, and any Subcontractors performing work covered by this Contract from claims for damage for personal injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall not be less than a combination single limit of \$1,000,000 per occurrence on bodily injury and property damage and \$1,000,000 aggregate on

completed operations. The comprehensive general liability insurance shall provide the following coverage:

Comprehensive
Premises – Operation
Products/Completed Operations Hazard
Contractual Insurance
Underground Hazard
Explosion & Collapse Hazard
Independent Contractor and Subcontractor
Broad Form Property Damage
Personal Injury

Automobile liability insurance minimum combined single limits of \$1,000,000 for any one person and subject to the same limit for each person, \$1,000,000 on account of any one accident. This insurance shall include bodily injury and property damage for the following vehicles:

Owned Vehicles
Non-owned Vehicles
Hired Vehicles

Umbrella Policy. At the option of the Contractor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage's herein required. However, any such umbrella policy must have minimum coverage limits of \$3,000,000.00.

All policies shall name the City of Danville, its officers, agents, and employees, as additional insured. This coverage shall be reflected on the Certificates of Insurance (including any endorsements or riders thereto), which will be provided to the City. Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation or material change in the policies to the Director of Purchasing.

Written evidence of the insurance required herein shall be filed with the City not later than thirty (30) days following the date of the award of the Contract. A copy of the evidence of insurance shall be filed with the Director of Purchasing.

6.14 Interpretation

If any person contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the Invitation for bid or other documents, he should submit a written request for an interpretation thereof to the Engineer and received at least four (4) days before bid deadline. An interpretation of the bid invitation document will be made only by written addendum issued to each potential bidder. THE CITY WILL NOT BE RESPONSIBLE FOR EXPLANATIONS OR INTERPRETATIONS OF BID INVITATION DOCUMENTS EXCEPT AS ISSUED IN ACCORDANCE HEREWITH. The Bidder shall acknowledge receipt of all addenda in the Proposal.

All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

If during performance of the Work, the Contractor finds a conflict, error or discrepancy in the Contract Documents, the contractor shall so report to the Engineer in writing at once before proceeding with the work affected thereby and shall obtain a written interpretation or clarification from the Engineer. In resolving such conflicts, errors and discrepancies, the Documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplementary Conditions, Instruction to Bidders, General Conditions, Proposal and Specifications/Drawings. Figure dimensions on Drawings shall govern over scale dimensions and detailed drawings shall govern over general drawings.

6.15 Limitations of Work Area

The Contractor shall be limited to a specific area for storage of equipment, supplies, and building materials. This area shall be designated by the City and established during the Pre-construction conference.

Parking area for employees of the Contractor shall be designated in the vicinity of the project, and it shall be the responsibility of the Contractor to require his personnel to park in this designated area and not any area which may interfere with the normal operations in and around the construction area or with access and use of the facility by the City.

6.16 Novation

The Contractor shall not assign or transfer, whether by an Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing bond may be made without the consent of the City. Assignment or Novation of this Contract shall not be valid unless the Assignment or Novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools and equipment.

6.17 Observance of Laws: The Contractor at all times shall observe and comply with all Federal, State and City laws, bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work materials, employees or contract. The contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

SCC Number: Contractors organized or authorized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or title 50 or as otherwise required by law.

A Contractor organized or authorized to transact business in the Commonwealth pursuant to Virginia Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

6.18 Patents

The Contractor agrees to indemnify and save harmless the City, and all personnel from all suits and actions of every nature and description brought against them or any of the, for or on account of the use of patented appliances, products, or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the City as a necessary requirement in connection with the final execution of any contract in which such patented appliances, products, or processes are used.

6.19 Performance

In case of default by the Contractor, the City may procure the commodity or services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.

6.20 Permits

The Contractor shall, at his own expense, secure any business or professional licenses, permits or fees required by the City of Danville, Commonwealth of Virginia or any other requesting agency having jurisdiction.

6.21 Safety

All practices, materials and equipment shall comply with the Federal Occupational Safety and health Act, as well as any pertinent Federal, State and/or local Safety or Environmental Codes.

Construction site safety is the responsibility of the Contractor.

6.22 Specifications and Product Description

When brand names, model numbers, trade names, catalog number or cuts are listed, they are, unless otherwise specified, included for the purpose of furnishing bidders with information concerning the style, type or kind of article desired and a bidder may offer an article which he certifies to be equal in quality, performance and other essential characteristics. Any available printed material or literature which describes the product being offered for sale shall be included with the bid. The City shall be the sole judge of suitability of substitutes offered. When a formal numbered specification is referred to in this invitation, no deviation will be permitted and the bidder will be required to furnish articles in conformity with that specification.

6.23 Subcontracts

No proposed subcontractor shall be disapproved by the City except for cause.

The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced in this Contract.

Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

Payments to subcontractors

1. The contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor by the City of Danville for work performed by the subcontractor
 - a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or
 - b. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
 2. Individual Contractors shall provide their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
 3. The contractor shall pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the City of Danville for work performed by the subcontractor, except for amounts withheld as allowed in subdivision 1.
 4. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.”
- The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

A contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the City of Danville. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

6.24 Suspension of Work

The work may be suspended by the City when deemed in the best interest of the City.

6.25 Termination

If the Contractor fails to begin the work under this contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to insure the completion of said work within the specified time, or shall perform the work in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry out the work in an acceptable manner, the City shall give notice in writing to the Contractor and his surety of such failure, delay, neglect, refusal, or default, specifying the same and if the contractor, within a period of seven days after such notice, shall not proceed in accordance therewith, then the City Manager acting for and on behalf of the City shall, upon receipt of a written certificate from the Engineer of the fact of such failure, delay, neglect, refusal, or default and of failure of the Contractor to comply with such notice, have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract, and the City Manager at this option may call upon the surety to complete the work in accordance with the terms of this contract or may have the City take over the terms of this contract or may have the City take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable to the City and may complete the work by or on its own employees, or may enter into a new contract for the completion of the work, or may use such other methods as in the opinion of the City Manager shall be required for the completion of the work in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this contract.

In case the expense so incurred by the City shall be less than the sum which would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the City, then the Contractor shall be entitled to receive the difference, subject to any claims of liens thereon which may have been filed with the City or any prior assignment filed with it. In case such expense shall exceed the sum which would have been payable under this contract, the Contractor and the surety shall be liable and shall pay the City the amount of such excess.

6.26 Work Changes

The City without invalidating the contract, and without notice to any surety, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, providing the total amount added or eliminated does not exceed twenty-five percent (25%) of the total contract price, or \$50,000, whichever is greater. All such changes in the work shall be authorized by change order, and shall be executed under the applicable conditions of the contract documents.

The cost or credit to the City resulting from a change in the work shall be determined by unit prices subsequently agreed upon or by mutual acceptance of a lump sum properly itemized, or on the basis of cost of Work plus a Contractors Fee for overhead and profit as determined below.

Should concealed conditions encountered in the performance of the work below the surface of the ground or hidden in existing structures be at variance with the conditions

indicated by the contract documents, the contract price may be equitably adjusted by change order upon claim by either party and approval of the other party, made within either party and approval of the other party, made within twenty (20) days after the first observance of the conditions.

The Contractor shall promptly, and before such conditions are disturbed, notify the Project Manager in writing of: (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The Project Manager shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the contractor's cost of, or the time required for, performance of this contract, and equitable adjustment shall be made and the contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; or unless the Project Manager grants a further period of time before the date of final payment under the contract.